

July 29, 2022

Mr. Omer Khan

102 Sparrow,
Irvine, California 92618

Transmitted via Email for execution through DocuSign to:
omer.khushnood@gmail.com

Re: Letter of Termination

Dear Mr. Khan:

We are sorry to inform you that, you will be no longer employed as the Chief Technology Officer (“CTO”) of VOCODIA HOLDINGS CORP. (“**Vocodia**”), and this letter confirms the termination of your employment effective as of July 29, 2022.

You will be paid through July 29, 2022. Please note that any and all stock offered to you in that certain offer letter dated October 27, 2021, will not vest and is forfeit, effective immediately.

As consideration for your execution of the Confidential Separation Agreement and General Release (“**Agreement**”), Vocodia will offer you a severance payment equal to one (1) month’s pay in the amount of \$14,583.00, less applicable deductions. Further, Vocodia will also pay the cost of your COBRA health insurance for August.

We also take this opportunity to remind you that you have signed 1) a *Non-disclosure and Non-solicitation Agreement* (“**NDA**”), and 2) a *Proprietary Information and Invention Assignment Agreement* (“**PIIA**”). If you have any information about Vocodia’s customers, employees, or other stakeholders, together with any other of Vocodia’s proprietary information stored on paper or on your personal devices, you must return it to Vocodia immediately. Please sign in the space provided at the end of the following paragraph to confirm your acknowledgment of your non-disclosure, non-circumvention, and assignment obligations to Vocodia, together with any other obligations that are contained therein. Please note that any breach of these agreements by you or any of your related parties (if applicable), or any malicious acts from you will be pursued vigorously through all available legal means.

In light of the above, I, Omer Khan acknowledge that I have certain obligations under the NDA and the PIIA, and confirm that I have carefully reviewed said obligations. I further confirm that I will not disclose any and all of Vocodia’s proprietary information, and confirm that I assign all the rights I may have to any intellectual property developed by me or under my guidance while acting as Vocodia’s CTO and as specifically stated under the NDA and the PIIA.

NDA and PIIA obligations acknowledged by: _____
Omer Khan

Lastly, please review the Agreement, which we have provided to you today as well. You may seek advice from your chosen counsel (which we recommend you do). Thereafter, we request that you either execute the Agreement or notify us of your decision to reject the Agreement by no later than 5:00 p.m. on August 19, 2022. As noted therein, on the eighth day after you have executed the Agreement, Vocodia will issue you the separation payment within three (3) business days thereafter.

Thank you very much for your time and efforts while employed with Vocodia. We wish you well in your future endeavors. If you have any questions whatsoever, please do not hesitate to contact me directly.

Sincerely yours,

Name:

Title: